

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES <b>1</b>   <b>11</b>		
2. AMENDMENT/MODIFICATION NO. <b>0001</b>		3. EFFECTIVE DATE <b>September 7, 1999</b>		4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>		5. PROJECT NO. (If applicable) <b>DFSP Pt. Everglades, FL</b>	
6. ISSUED BY <b>ATTN CHARLES McCORMICK DFSC FPC RM 2941</b> <b>8725 JOHN J KINGMAN RD SUITE 4950</b> <b>DEFENSE FUEL SUPPLY CENTER</b> <b>FORT BELVOIR VA 22060-6222</b> <b>E-mail: cmccormick@desc.dla.mil</b> <b>TELEPHONE: (703) 767-9346 FAX: (703) 767-8506 PP # 6.2a</b>		CODE <b>SCO600</b>		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				(✓)		9A. AMENDMENT OF SOLICITATION NO.  <b>SP0600-99-R-0128</b>	
				<b>X</b>		9B. DATED (SEE ITEM 11) <b>August 16, 1999</b>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>2</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>N/A</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return ___ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
A. The captioned solicitation is hereby amended in accordance with pages 2-11 hereof.							
B. The closing date remains September 15, 1999, at 3:00 P.M., in accordance with Block 9, SF 33, as found on page 4 of the solicitation.							
Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED	

**C. The following clauses are hereby added to the solicitation:**

**II71 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)**

(a) This clause does not apply to small business concerns.

(b) **DEFINITIONS.** As used in this clause--

(1) **Commercial item** means a product or service that satisfies the definition of commercial items in section 2.101 of the Federal Acquisition Regulation.

(2) **Commercial plan** means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

(3) **Individual contract plan** means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

(4) **Master plan** means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

(5) **Subcontract means** any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to HUBZone small business concerns; and

(iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(v) Total dollars planned to be subcontracted to women-owned small business concerns

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns;

(iv) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (i.e., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns, and
- (iv) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, following the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists, (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000,

indicating--

- (A) Whether small business concerns were solicited and if not, why not;
- (B) Whether HUBZone small business were solicited and, if not, why not;
- (C) Whether small disadvantaged business concerns were solicited and if not, why not;
- (D) Whether women-owned small business concerns were solicited and if not, why not,

and

- (E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--  
(A) Trade associations;  
(B) Business development organizations, and  
(C) Conferences and trade fairs to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through--  
(A) Workshops, seminars, training, etc., and  
(B) Monitoring performance to evaluate compliance with the program's requirements.  
(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;  
(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and  
(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime Contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS; or  
(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) **STANDARD FORM 295, SUMMARY SUBCONTRACT REPORT.** This report encompasses all the contracts with the awarding agency. It must be submitted semiannually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan,

the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group. (FAR 52.219-9)

**II171.03 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 1996)**

This clause supplements the Federal Acquisition Regulation 52.219-9, SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN clause of this contract.

**(a) DEFINITIONS.**

(1) **Historically black colleges and universities**, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

(2) **Minority institutions**, as used in this clause, means institutions meeting the requirements of Section 31046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when--

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation; and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who Are Blind or Severely Disabled (41 U.S.C. 46-48) may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protégé Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(1) Protégé firms that are qualified organizations employing the severely handicapped; and

(2) Former protégé firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans that specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantage, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(DFARS 252.219-7003)

**I171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)**

(a) **Failure to make a good faith effort to comply with the subcontracting plan**, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled DISPUTES, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(FAR 52.219-16)

**I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)**

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) **EVALUATION PREFERENCE.**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

**L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM**  
**(DESC FEB 1999)**

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F15)

**D. The following clauses shall hereby replaced as indicated:**

**1) Clause F45.03, as found on page 20 of the solicitation shall be replaced by:**

**F45.03 OPERATION OF FUEL SYSTEM ICING INHIBITOR ADDITIVE SYSTEM (COCO)**  
**(DESC 25 AUG 1999)**

(a) As required by the Government, the Contractor shall inject, store and maintain High Flash Fuel System Icing Inhibitor (FSII) conforming to the latest revision of MIL-I-85470. The Government may also require the Contractor to purchase High Flash FSII (in bulk or 55-gallon drums) conforming to the latest revision of MIL-I-85470. In such a case, the Government shall reimburse the Contractor for direct out-of-pocket costs incurred in the acquisition of the additive in accordance with the SUBMISSION OF INVOICES FOR PAYMENT clause.

(b) The Contractor shall maintain and operate an additive line injection system equipped with a flow-proportioning pump capable of uniformly injecting FSII into aviation turbine jet fuel at concentration levels ranging from 0.01 to 0.25 volume percent. The injection system shall be capable of automatically adjusting to changes in pipeline flow rates at the point of injection and include a calibrated meter for determining the amount of additive injected. The additive system must be capable of injecting FSII into Government-owned jet fuel(s) during all ( ) receipts if 'X' in block, and for all issues from the terminal and during all tank-to-tank transfers within the terminal.

(c) Bulk FSII storage systems shall be configured to minimize the introduction of moisture. Any proven industry system design utilized to maintain acceptable moisture limits in accordance with the product specification may be offered. Two acceptable designs being utilized are (1), the use of gaseous nitrogen to blanket the product or (2), a desiccating/drying device installed in the ventilation system of the tank. The use of carbon dioxide (CO<sub>2</sub>) as an inerting agent is prohibited. The tanks' storage capacity must be capable of receiving, at a minimum, 5300-gallon tank truck deliveries. The minimum bulk tank size required is 8000 gallons. The Government may require the Contractor to use drums or, for overseas use only, intermodal tank containers in lieu of bulk storage tanks. FSII shall be handled and stored in accordance with any applicable safety, environmental and fire regulations. Reference the SERVICES TO BE FURNISHED clause for the description of storage tank requirements.

(d) During receipts/issues from the terminal and transfers within the terminal, the Contractor is responsible for assuring that the FSII concentration for Government-owned jet fuels conforms to the specification. The injection system shall be adjusted to achieve a homogeneous concentration level of 0.11 to 0.13 volume percent in Grades JP4 and JP8 and 0.16 to 0.18 volume percent in Grade JP5. Without limiting the Government's right to test its product at any time or any place, the Government specifically reserves the right to test each compartment of the shipping conveyances to ensure that the FSII concentrations conform to the specification. Notwithstanding the Government's right to test, the Contractor shall comply with inspection and testing requirements stated in the contract and is responsible for ensuring that FSII concentrations loaded onto shipping conveyances conforms to the specification.

(e) The Government may require the Contractor to fill special orders for jet fuel without FSII or with elevated levels of FSII.

(DESC 52.211-9F75)

**2) Clause I36, as found on page 48 of the solicitation shall be replaced by:**

**I36.03 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(FAR 52.249-4)

**3) Clause I209.07, as found on page 66 of the solicitation shall be replaced by:**

**I209.01 OPTION TO RENEW (SERVICES) (DESC APR 1997)**

The Government shall have the option to renew this contract upon the same terms and conditions for two (2) successive periods of one year each. The Government shall issue written notice of its exercise of this option to renew at least 30 days prior to the expiration date of this contract or any renewal thereof.

(DESC 52.217-9F70)



E. The following clauses are hereby amended as follows:

1) Clause B34.01, SERVICES TO BE FURNISHED AND PRICES (DESC FEB 1991), paragraph (e) [ see: solicitation, page 10 ], to read:

(e) **FILTRATION CAPABILITY**: The Contractor-furnished filtration system shall meet the requirements of API Bulletin 1581, Group II, Class B **to allow for product filtration during truck loading operations, tank-to-tank transfers and pipeline shipments**. The Government will reimburse the Contractor for the cost of the replacement of filter elements, labor, and disposal of the used filter elements. The Contractor is required to invoice the Government, certified by the QSR, for replacement filters. No fee or administrative charge shall be added.

2) Clause E18, INSPECTION AND CLEANING OF BULK PETROLEUM STORAGE TANKS (DESC AUG 1994), paragraph (b)(ii) [ see: solicitation, page 13 ], to read:

(ii) Every 6 years for coated tanks or **uncoated** tanks equipped with an inlet-filter separator; and

3) Clause E28, CONTRACTOR INSPECTION RESPONSIBILITIES (STORAGE) (DESC NOV 1991), paragraph (b)(10) [ see: solicitation, page 14 ], to read:

(10) Determining the range of fuel electrical conductivity by ASTM D 2624. Suggested source for a conductivity meter is Emcee Electronics/520 Cypress Avenue, Venice, Florida 34292 (Model 1152) (see NOTE below).

F. Clause M.43.05, Evaluation of Options, found on page 83 of the solicitation is hereby deleted in its entirety.

G. In accordance with Clause 171, supra, all offerors are requested to complete the DESC-P Form 1, herefollowing as pages 9 - 10. Offerors are requested to complete the form for return with their initial proposals. If the offeror anticipates that there shall be no subcontracting possibilities offered under his proposal, this fact shall be particularized to Part I(a), Subcontracting Goals. Eg., "No subcontracting possibilities are offered under this proposal."

# **SMALL BUSINESS SUBCONTRACTING PLAN**

## **OFFEROR:**

Solicitation No.: SP0600-  
**NOTE:** If a plant or division-wide Master Plan is being  
 Incorporated by reference, place 'X' in box and  
 Complete Part I (A thru I) and Part IV only. ☐

Date of Plan \_\_\_\_\_  
 (Copy of Master Plan and evidence of approval by the  
 Government Contract Administration Office are required.)

(\* - Continue on separate sheets if necessary.)  
 (\*\* = Is not applicable with commercial Plan.)

## **PART I SUBCONTRACTING GOALS:**

- A. Total dollars planned to be subcontracted: \$ \_\_\_\_\_
- B. Total dollars planned to be subcontracted to small business concerns: \$ \_\_\_\_\_
- C. Total dollars planned to be subcontracted to HUBZone small business concerns: \$ \_\_\_\_\_
- D. Total dollars planned to be subcontracted to small disadvantaged business concerns: \$ \_\_\_\_\_
- E. Total dollars planned to be subcontracted to women-owned small business concerns: \$ \_\_\_\_\_
- F. Percentage of total subcontracting dollars for the use of small businesses: \_\_\_\_\_ %
- G. Percentage of total subcontracting dollars for the use of HUBZone small businesses: \_\_\_\_\_ %
- H. Percentage of total subcontracting dollars for the use of small disadvantaged businesses: \_\_\_\_\_ %
- I. Percentage of total subcontracting dollars for the use of women-owned small businesses: \_\_\_\_\_ %

J. Principal types of supplies and services to be subcontracted:  
 (Indicate types planned for subcontracting to (i) small business, (ii) HUBZone small business, (iii) small disadvantaged business concerns, and  
 (iv) women-owned small business concerns.) (\*)

K. Describe method used to develop these goals (e.g., Based on procurement history, available resources, etc.) (\*)

L. Were indirect costs included in establishing these goals? Yes ☐ No ☐  
 If Yes, describe the method used to determine proportionate share of indirect costs to be incurred with (1) small business concerns, (2) HUBZone  
 small business concerns, (3) small disadvantaged business concerns, and (4) women-owned small business concerns: (\*)

## **PART II - SUBCONTRACTING PROCEDURES:**

A. Name of the individual who will administer the offeror's subcontracting program: \_\_\_\_\_  
 Include a brief description of this individual's duties:

B. Describe methods used to identify potential sources for solicitation purposes:  
 (indicate with an "X" those that apply)

_____ Existing company source lists	OTHER: _____
_____ SBA Procurement Marketing & Access Network (PRO-Net)	
_____ SBA list of certified Small Disadvantaged Business Concerns	
_____ National Minority Purchasing Council Vendor Information Service	
_____ Dept. of Commerce Research and Information Division of Minority Business Development Agency	
_____ Small, HUBZone small, small disadvantaged business and women-owned small business concerns trade associations	

C. Describe methods used to assure small, HUBZone small, small disadvantaged business and women-owned small business  
 concerns have an equitable opportunity to compete for subcontracts: (\*)

### SMALL BUSINESS SUBCONTRACTING PLAN (CONTINUED)

#### PART III – SUBCONTRACTING PLAN MANAGEMENT:

Offeror certifies that the following procedures regarding management of this Subcontracting Plan will be enacted:  
(Indicate acknowledgement of compliance by annotating "X" in appropriate blocks.)

- ☐ A. Contractor will assist small, HUBZone small, small disadvantaged, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate participation by such concerns.
- ☐ B. Where lists of potential subcontractors are excessively long, Contractor will make reasonable effort to give all small, HUBZone small, small disadvantaged, and women-owned small business concerns an opportunity to compete over a period of time.
- ☐ C. Contractor will provide adequate and timely consideration of the potentialities of small, HUBZone small, small disadvantaged, and women-owned small business concerns, in all "make or buy" decisions.
- ☐ D. Contractor will counsel and discuss subcontracting opportunities with representatives of small, HUBZone small, small disadvantaged, and women-owned small business firms.
- ☐ E. Contractor will provide notice to subcontractors concerning penalties and remedies for misrepresentation of business status as small, HUBZone small, small disadvantaged, and women-owned small business concerns, for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in this Contractor's Subcontracting Plan.
- ☐ F. Contractor will ensure that the clause entitled "Utilization of Small Business Concerns" (Latest Revision), contained in referenced solicitation, will be included in all subcontracts that offer further subcontracting opportunities, and that all large business subcontractors receiving a subcontract in excess of \$500,000 will adopt a plan similar to this Plan.
- ☐ G. Contractor will cooperate in any studies or surveys as may be required.
- ☐ H. Contractor will submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with this Subcontracting Plan.
- ☐ I. Contractor will submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms, or as provided in agency regulations.
- ☐ J. Contractor will ensure that subcontractors agree to submit Standard Forms 294 and 295, as appropriate.
- ☐ K. Contractor will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in this Plan. The records shall include at least the following on a plant-wide or company-wide basis, unless otherwise indicated:
  - ☐ 1. Source lists (e.g., PRO-Net), guides, and other data that identify small, HUBZone small, small disadvantaged, and women-owned small business concerns;
  - ☐ 2. Organizations contacted in an attempt to locate sources that are small, HUBZone small, small disadvantaged, or women-owned small business concerns;
  - ☐ 3. Records of each subcontract solicitation resulting in an award of more than \$100,000 – indicate:
    - a. Whether small business concerns were solicited, and if not, why not;
    - b. Whether HUBZone small business concerns were solicited, and if not, why not;
    - c. Whether small disadvantaged business concerns were solicited, and if not, why not;
    - d. Whether women-owned small business concerns were solicited, and if not, why not;
    - e. If applicable, the reason why award was not made to a small business concern;
  - ☐ 4. Records of outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.
  - ☐ 5. Records of internal guidance and encouragement provided to buyers through (a) workshops, seminars, training, etc., and (b) monitoring performance to evaluate compliance with the program's requirements.
  - ☐ 6. On a contract-by-contract basis, supporting information for award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor. (\*\*)

#### PART IV

\_\_\_\_\_  
OFFEROR'S SIGNATURE

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

#### PART V DETERMINATION OF ADEQUACY/APPROVAL:

- ☐ Division Chief approval, if no subcontracting opportunities determined.
- ☐ Approval 2 levels above CO if SDB Goal is less than 5%.

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title/Signature

\_\_\_\_\_  
Date

#### CONCURRENCE WITH DETERMINATION:

(If nonconcurrence, see attached rationale).

DESC-DU \_\_\_\_\_ Date \_\_\_\_\_